

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into this day of , 1966, by and between the Boston Redevelopment Authority, a body politic and corporate, organized under the provisions of Chapter 121 of the General Laws of Massachusetts (the "Authority"), its successors and assigns, and The Franklin Foundation (the "Foundation"), its successors and assigns, a corporation incorporated by Chapter 569 of the Acts of 1908 of Massachusetts, amended St. 1927, c. 40, St. 1953, c. 77, and St. 1957, c. 119 and having the sole care, custody, management and control on behalf of the city of Boston of Franklin Institute of Boston (the "Institute"), an educational institution.

WHEREAS, on September 16, 1965, the Authority, pursuant to the Housing Act of 1949, as amended, and Chapter 121 of the General Laws of Massachusetts, as amended, approved the South End Urban Renewal Plan (the "Plan") for the reconstruction and rehabilitation of blighted and deteriorating areas in the South End Urban Renewal Project Area of Boston, Massachusetts (the "Project Area"), in which area the Institute is located;

WHEREAS, Chapter IV of the Plan provides for the acquisition by the Authority of certain land, and Chapter VI provides for the disposition of certain of said land for certain specified uses;

WHEREAS, in order to expand its educational facilities in accordance with the provisions of the Plan, the Foundation desires to pur-

chase from the Authority that portion of said land designated by Chapter VI of the Plan for institutional use, which is designated Reuse Parcel 7;

WHEREAS, the financial plan for the South End Urban Renewal Project contemplates the availability of certain local grant-in-aid credits, under the provisions of Section 112 of the United States Housing Act of 1949, as amended, representing expenditures of the Foundation for educational uses;

WHEREAS, the Foundation will greatly benefit by execution of the Plan, due to the anticipated large investments in public and private improvements in the area surrounding its educational activities and the property it owns; and

WHEREAS, it is in the best interest of the parties to specify their mutual undertakings for implementing the provisions and accomplishing the objectives of the Plan,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows, for themselves and for their respective successors and assigns:

1. Following execution by the Authority and the United States of a loan and grant contract for the South End Urban Renewal Project, the Authority shall acquire the property in the area bounded by Appleton, Tremont, and Berkeley Streets and Warren Avenue which Section 401 of Chapter IV of the Plan designates for acquisition, subject to an approved price by, and regulations and requirements of, Federal and state authorities, as appropriate.

2. Following acquisition, the Authority shall sell to the Foundation, and the Foundation shall purchase from the Authority, Reuse Parcel 7 shown on Map 3 of the Plan, subject to execution and delivery of a disposition agreement substantially in the form presently used by the Authority for such purposes, approval of the price by the Housing and Home Finance Agency and in accordance with regulations of the Federal Government governing projects for urban renewal land disposition.

3. The Foundation will submit to the Authority all site and building plans for development of the area bounded by Appleton, Tremont and Berkeley Streets and Warren Avenue, for design review and approval by the Authority in accordance with the Authority's design review procedures. Such design review is concerned with, among other things, the massing and arrangement of buildings, provision of open space, pedestrian walkways, and the exterior appearance of individual buildings. In accordance with the Plan and said Disposition Agreement, the Foundation will provide in said Reuse Parcel 7 recreation and landscaped street areas for occupants, and not less than 1 per cent of the cost of constructing buildings thereon shall be utilized to provide street furniture, sculpture, pools or other physical amenities to enhance the development. All other requirements of the Plan respecting said area shall be adhered to.

4. Upon request of the Authority the Foundation shall supply and review from time to time a time schedule with respect to when it will require Reuse Parcel 7. The Authority shall use all

reasonable efforts to make such property available in accordance with such time schedule.

5. The Foundation will upon request certify for purposes of local grant-in-aid credits, its expenditures which are eligible for such credits, aggregating an estimated \$539,196, as well as any additional eligible expenditures, and will assist and cooperate with the Authority in securing allowance on behalf of the Authority of all such credits.

6. The Authority will make application to the Public Improvements Commission of the city of Boston for the closing of any public alleys and passageways contained in the area bounded by Appleton, Tremont and Berkeley Streets and Warren Avenue.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered, and their respective corporate seals affixed by duly authorized and acting officers, on the day and year first above written.

(CORPORATE
SEAL)

BOSTON REDEVELOPMENT AUTHORITY

By _____

(CORPORATE
SEAL)

THE FRANKLIN FOUNDATION

By _____

Approved as to form:

General Counsel

MEMORANDUM

April 15, 1966

TO: Boston Redevelopment Authority

FROM: Edward J. Logue, Development Administrator

SUBJECT: APPROVAL OF COOPERATION AGREEMENT BETWEEN THE BOSTON
REDEVELOPMENT AUTHORITY AND THE FRANKLIN FOUNDATION

The Franklin Foundation is an educational corporation which was incorporated in 1908 for purposes of acting as agent for the City of Boston in managing and administering the gift of Benjamin Franklin which was used to create the educational institution now named Franklin Institute. The Institute is located in the South End, with its main building on land, at the corner of Berkeley and Appleton Streets, which was set aside by the City for the purpose in 1906.

The Foundation desires to become the developer of Reuse Parcel 7, designated in the South End Plan for institutional use. Section 112 grant-in-aid credits in an estimated amount of \$539,196 will be available toward the cost of the South End Project as the result of past and proposed development by the Institute in the South End.

Franklin Institute is a nationally recognized institution of higher education, providing technical training in a wide variety of semi-professional and specialized fields. Applicants for admission to the day school have tripled between 1957 and 1965, from 305 to 903 full-time students. More than 800 adults are enrolled for part-time study in the evening school. Quite apart from the value of the Institute to all of Greater Boston, its location in a residential renewal project, where it is necessary to motivate disadvantaged youngsters and educate them with saleable skills, is a distinct asset.

Since 1958 Franklin Foundation has purchased several parcels of property on the private market. It presently owns 43 per cent of the triangle bounded by Appleton, Tremont, and Berkeley Streets and Warren Avenue, the remaining 57 per cent of which constitutes Reuse Parcel 7, as well as a warehouse at 439-441 Tremont Street, across Appleton Street from the triangle, which has been renovated for classroom use. The Institute wishes to develop the entire triangle as a unit. For this purpose, it has appointed Samuel E. Mintz, A.I.A. of PARD TEAM, as the architect. Mr. Mintz is preparing a master site plan for development of the triangle. This development

will create one of the new "gateways" to the South End and will replace the eyesore row of deteriorated commercial uses which stands across Tremont Street from the new construction in Castle Square.

In addition to additional classroom space and room for a library and office facilities, the Foundation desires to build a dormitory for approximately 200 students who are presently scattered throughout the Back Bay area. Since approximately 20 per cent of its day enrollment is from outside of Greater Boston, to provide a dormitory is considered by the Foundation essential to its responsible and orderly maintenance of an educational institution.

The Foundation has already raised a substantial portion of the funds needed for this development, and anticipates that it will be able to secure such additional funds and mortgage financing as prove necessary.

Because planned development of the Institute should be encouraged, and because the 112 credits constitute an important part of the financial plan for the South End Project, it is necessary that a cooperation agreement between The Franklin Foundation and the BRA be entered into which would set forth the respective intentions of the parties regarding development by Franklin Institute in the South End.

A form of such an agreement is submitted herewith for approval by the Board. Briefly, the agreement obligates the Authority to acquire certain property (already designated in the Plan for acquisition, and constituting the parcels which will comprise Reuse Parcel 7), and to sell such land to The Foundation; and The Foundation agrees to buy such land subject to determination of a price in the usual manner and execution of a mutually satisfactory land disposition agreement. The Foundation further agrees to submit its site and building plans for BRA design review, so that the triangle bounded by Appleton, Tremont, and Berkeley Streets and Warren Avenue will be developed in a planned and orderly manner, and to certify its grant-in-aid credits.

An appropriate vote authorizing execution of the Agreement is set forth below:

VOTED: That the Development Administrator is hereby authorized to execute and deliver a cooperation agreement between the Boston Redevelopment Authority and The Franklin Foundation substantially in the form submitted to the Authority at its meeting held on April 15, 1966.